

ATTACHMENT N.2

Wage Determination

- WD #: CBA-2011-4431 (Rev. 1, dated 3/15/12) (WFF)

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane Koplewski Division of
Director Wage Determinations

Wage Determination No.: CBA-2011-4431
Revision No.: 1
Date Of Last Revision: 3/15/2012

State: Virginia

Area: Accomack

Employed on NASA Goddard Space Flight Center contract for Guard Services.

Collective Bargaining Agreement between contractor: The Cube Corporation, and union: International Association of Machinists and Aerospace Workers, A Local 2552, effective 11/1/2011 through 10/31/2013.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

Agreement

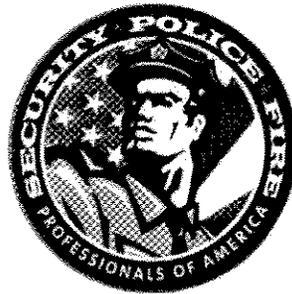
between

Cube Corporation dba VT Griffin Services, Inc

and the

**INTERNATIONAL UNION, SECURITY,
POLICE AND FIRE PROFESSIONALS OF
AMERICA (SPFPA)**

and its Amalgamated Local 459 Thereof representing the



SECURITY EMPLOYEES

of the

Protective Services Contract

AT

NASA facility at Wallops Island, VA

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AGREEMENT

- A. The Agreement made this 1st day of November 2011, by and between the Cube Corporation dba VT Griffin Services Inc. (hereinafter referred to as the "Company"), and the International Union, Security, Police and Fire Professionals of America (SPFPA) and its Amalgamated Local (hereinafter referred to as the "Union") covering the security employees of the company employed at National Aeronautics and Space Administration facility at Wallops Flight Facility Wallops Island, Virginia, and assigned under NASA Contract No. NAS5-01080.
- B. The parties acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with the respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 1

RECOGNITION AND CERTIFICATION

- A. It is hereby agreed that the parties hereto desire to enter into an agreement for their mutual interest to promote harmony, efficiency and mutual understanding and to establish wages, hours and working conditions, and to provide for the peaceful settlement of disputes and grievances that may arise affecting the employees covered hereby.
- B. The Company agrees to recognize the Union as the exclusive collective bargaining agent for all of its employees employed at the Wallops Flight Facility of NASA under NASA Contract No. NAS5-01080 and its successor contractors as successor contractors are defined under the Service Contract Act. All employees designated by the National Labor Relations Board's Certification of Representation issued on April 15, 2011 in case No. 5-RC-16631, including all full time and regular part time security officers, performing guard duties as defined in Section 9(b) (3) of the National Labor Relations Act, as amended; but excluding all office clerical employees, professional, managerial and supervisory employees as defined in the National Labor Relations Act, as amended.

ARTICLE 2

UNION ACTIVITY AND NON-DISCRIMINATION

- A. The Company and the Union mutually agree that there shall not be any discrimination, harassment, interference, restraint or coercion by either party against any employee because of his or her membership or non-membership in the Union.
- B. There shall be no discrimination by the Company or the Union against any employee because of race, sex, creed, color, national origin, age, physical or mental disability, veteran status or other status protected by applicable federal, state or local law or regulations. There shall be no harassment or discrimination against any employee exercising his right to file a grievance. Any claim by an employee of such harassment and/or discrimination shall be subject to the grievance and arbitration provisions of his Agreement, and any arbitrator shall have the authority to hear and decide such issues, and any decisions or awards of such arbitrator shall be final on binding upon all parties.
 - 1. All references to “employee”, “employees”, “man”, or “men”, “he”, “him”, or “his”, in this Agreement refer equally to male and female employees. The terms are used for sole purpose of brevity and clarity of language construction only, and do not imply or refer to sex or gender.
 - 2. Each employee shall adhere to the provisions and intent of Section B of this Article, in his dealings with fellow employees, suppliers and customers of Company under its contract no. NAS5-01080 and its successor contracts are defined under the Service Contract Act.

ARTICLE 3

UNION REPRESENTATION

- A. The Company will recognize four (4) Stewards, one of which may be designated by the Union as Chief Steward, who shall be selected from the group of full time employees within the bargaining unit who have satisfactorily completed their probationary period. The Union will specify the selective Stewards and any changes therein in writing to the Company.

- B. In exercising their responsibilities to the bargaining unit employees, the Union representatives or stewards shall not conduct any union business during the working time of the representatives/steward or any fellow employees, except with prior notice to the Company.
- C. Upon prior notice to the Program Manager, authorized agents of the Union shall have access to the Company's establishment during working hours for the purpose of adjusting disputes, and to ascertain if the Agreement is being adhered to. It is expressly understood and agreed that in the event the authorized agent of the Union wishes to see an employee or employees in the bargaining unit, the Union shall first advise the Program Manager of the name(s) of such employee(s), and the Program Manager shall determine if such employee(s) can be released from their respective work stations without undue interference in the performance of the Company's responsibilities under its contract with NASA, and shall advise the Union of such employee(s) availability.
- D. The union will have a mailbox, which the Company shall use to distribute needed paperwork. This paper work will include all job postings and seniority lists. Seniority lists will be provided twice each year January 31st and June 30th.
- E. Each section represented shall have a Union bulletin board for the purpose of displaying job postings and other Union business. The sections are as follows:
 - R-30
 - N-127
 - U-002 (exterior)
- F. For purposes of this section, an employee may not leave his/her post in order to perform his duties as a Union Representative/Steward or alternate unless proper relief has been arranged. The Company shall arrange for such proper relief when requested.
- G. Notwithstanding their position on the seniority list, the following Union representatives, in the event of layoff shall be continued at work as long as there is sufficient security work under this agreement on the NASA Contract at which they are employed: President, Vice President, and Chief Steward.

ARTICLE 4
MANAGEMENT RIGHTS

- A. The Company shall have the full and exclusive right of managements of the business, including, but not limited to, the direction of the workforce, the right to plan, direct and control all business operations, assignments of duties, scheduling of all hours of work, right to hire, suspend or discharge for just cause, promote, demote or transfer, on the

basis of qualifications, performance, ability, skills, and/or seniority, as shall be determined by the Company unless otherwise provided in this Agreement, the right to layoff employees because of lack of work or other business reasons, change or eliminate existing jobs or to create new jobs, to promulgate reasonable work and/or safety rules (effective upon posting), and the right to perform work of any kind or nature.

- B. The foregoing enumeration of the Company's rights shall not be deemed to exclude other rights, including preexisting rights and right it has by law and otherwise, which do not conflict with the provisions of this agreement. Nothing in this agreement shall limit or be deemed to limit the Company in the exercise of customary and recognized functions and prerogatives of management including the right to make such agreements and enter into such agreements as it may deem necessary to the successful operation of its business.

ARTICLE 5

UNION DUES

- A. The company agrees to deduct union dues or service fees levied by the International Union, Security, Police and Fire Professionals of America (SPFPA) in accordance with the constitution and bylaws of the union from the pay of each employee who is or who makes application to become a member of the union, or elects to pay a service fee, within the scope of the bargaining unit as covered by this agreement with the "Authorization of Check-off of Dues" form set forth below, has authorized the company to do so.
- B. Upon delivery to the Company of a lawful and valid written check-off authorization; signed and dated by the individual employee the Company will deduct from his/her pay each month initiation fees, if any, and regular Union dues in an amount fixed by the Union. The form of such authorization for deduction of dues shall be (SPFPA Authorization for Check-off of Dues). All employees may make application for membership after the 60th day of employment.

ARTICLE 6

SAVINGS CLAUSE

- A. Should any part or provision of this Agreement be rendered invalid by final judgment of a court of competent jurisdiction by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision hereof shall not serve to invalidate

the remaining provisions, and they shall remain in full force and effect for the term of this Agreement.

- B. Upon such invalidation the parties agree to attempt to negotiate a substitute provision(s) for such parts or provisions rendered or declared illegal or an unfair labor practice. In the event the parties are unable to agree upon such substitute provisions the dispute may at the request of either party be referred to a mediator.

ARTICLE 7

INITIAL REVIEW PERIOD

- A. An employee who has never accrued seniority under this agreement or predecessor agreements between the Company and the Union, or an employee rehired after termination of seniority shall be in initial review status until completion of (120) one hundred-twenty days of employment. The discipline or discharge of an employee who is in initial review status shall not be in violation of this Agreement, and shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 8

STRIKES AND LOCKOUTS

- A. The Company agrees that during the term of this Agreement it will not engage in a lockout of its employees. The Union agrees that during the term of this Agreement there shall not be any strikes, sympathy strikes, sit-downs, slowdowns, work stoppages, boycotts, picketing, or any other refusal to work or any other interference with the operations of the Company, directly or indirectly, by any employee or group of employees, and that no officer, agent, representative, steward or member of the local Union or the Union shall ever authorize, call, participate in, instigate, aid, condone or acquiesce in any such actions and that no employee covered by this Agreement shall participate in any of such actions.
- B. This is with the understanding that any employee who is on his or her own time can support any sanctioned strike.

ARTICLE 9

EMPLOYEE RESPONSIBILITIES

- A. Employees within the bargaining unit shall be assigned to and answerable to the Program Manager, or the Program Manager's designated supervisory representative(s), who shall be responsible for assigning work, approving absences, first step grievance response, and initiating and taking disciplinary actions. Additionally, supervisors, as designated by the Program Manager, shall be responsible for assigning work. No employee shall be subject to discipline for refusing to carry out the instructions of other than said designated Supervisors.
- B. Failure to comply with the requirements for a clearance or denial or withdrawal of such clearance by such governmental agency shall be just cause for discharge of any employee without further recourse by the Union under the terms and conditions of the Agreement.
- C. Failure to complete or maintain certifications or qualifications, or loss of individual qualifications, licenses, training, or certifications required by the Company's contract with NASA shall be cause for discharge.
- D. Failure to maintain the required physical requirements, as requirements, as required by the company's contract with NASA shall be cause for discharge. Employees with physical limitations resulting from legitimate medical conditions will be granted up to 6 months of leave without pay as described under Article 16(a) in which to obtain required medical clearances. Such extended leave shall include all leave under FMLA.
- E. In the qualification process for weapons the employee will be given 3 chances to qualify on the required course within a 30-day period designated by the Company. A written notice will be provided by the Company for the third and final attempt to qualify.
- F. The Company shall provide the Union with a copy of any such new Rules or Regulations and shall meet with the Union to discuss the impact and affect thereof, if any, prior to implementation.

ARTICLE 10

SAFETY AND HEALTH

- A. Employees covered hereby shall be required to comply with all safety rules and regulations established by the Company, and to wear such protective clothing or use such safety equipment as may be required or provided by the Company. The employee will be responsible for reasonable care of customer and/or Company furnished equipment and will use his best efforts to notify the Company of any sabotage or willful damage to

Company, customer or employee property or materials. Protective clothing and safety equipment furnished by the Company remains the property of the Company and each employee shall be responsible for proper use and care thereof.

- B. When an employee is injured and is excused from work by an authorized representative of management, he/she shall be paid for the balance of the regular-scheduled shift on which the injury occurred.
- C. Should the Company have reason to believe an employee covered hereby is physically or mentally unable to satisfactorily perform the duties of his/her job classification; such employee shall be required to take such medical examinations as may be directed by the Company. The Company shall pay for each such examination. Should an employee fail such medical examination and, as a result thereof, is determined by the Company to be unable to perform the duties of his/her job classification, the Company agrees to meet with the Union for the purpose of endeavoring to agree on reassignment of the employee to available work for which he/she is qualified and which he/she is able to perform however this does not compel either party to agree to a reassignment.
- D. The Company and the Union encourage employees to submit to the Company written suggestions for improvement of conditions relating to workplace safety.

ARTICLE 11

GRIEVANCE AND ARBITRATION

- A. It is the intent of this Article to establish a means for the prompt adjustment of working problems and personal grievances at the job level by a conference between the Supervisor and the employee involved. A Union representative will be given an opportunity to be present. A working problem or personal grievance is defined to be a controversy between any employee, or group of employees, and the Company, involving the interpretation or application of provisions of this Agreement or supplements thereto only. If not resolved at this informal level, a formal grievance shall be filed and processed in accordance with the steps and time limited and mutually-agreed upon extensions specified below. For purposes of this Article, a formal grievance under this Agreement is defined as a written statement by the Union, an individual employee, or group of employees (hereinafter called "Grievant") claiming a violation by the Company of the terms of this written Agreement.
- B. No grievance shall be filed or processed based on facts or events or omissions within the employee's knowledge, which occurred more than ten (10) working days prior to the date that such grievance is filed. Payroll adjustments, which are the subject of a written grievance, may be made for no more than twelve (12) months prior to the filing of a written grievance.

- C. Both parties agree to exert an earnest effort to settle such grievances through this procedure:

Step 1. Any matter in contention between an employee(s) or the Union, and the Company, shall be initially discussed between the employee(s) involved, if any, his/her Steward if the employee so desires, and the appropriate Company Supervisor. If such matter is not resolved at this informal step, the aggrieved party(s) may move to Step 2.

Step 2. The Employee and/or Steward shall submit the grievance in writing to the Security Manager, or his designee, within five (5) working days from the date that the Step 1 was completed. When the grievance is presented to the Security Manager, or his designee, he will have five (5) working days to provide a written response to the grievance. The Employee or Steward shall indicate their acceptance or rejection of the Step 2 answer. If no written response is provided by the Union to the Company, the grievance shall be deemed withdrawn.

Step 3. If the grievance is not resolved at Step 2, the Employee or Steward shall submit the written grievance to the Program Manager, or his designee, within ten (10) working days. The Program Manager, or his designee, shall have ten (10) working days to respond to the grievance.

Step 4. In the event the grievance is not resolved in Step 3, the Union may, within thirty (30) working days after receipt of the Company's response request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) proposed arbitrators from which the Union and the Company shall choose one to hear the grievance. Upon receipt of the said list of seven (7) arbitrators, the Union and the Company shall alternately strike (one) name from the list, and the remaining name shall be designated to hear the grievance. Either the Union or the Company may, as a matter of right, reject the first list received from the FMCS, and request that a second list is provided to the parties. Each party may do so only once with respect to any particular grievance.

- D. Any arbitrator selected by the parties as set forth above shall be empowered by this Agreement to conduct a hearing, hear testimony and render a decision consistent with the terms of this Agreement. The arbitrator's decision shall be limited to the particular grievance-giving rise to the arbitration proceeding, and shall not have the authority to alter, amend, add to, modify or change the terms and provisions of this Agreement. The arbitrator's decision shall be final and binding upon the parties.
- E. The Union and the Company shall share equally the expenses and fee of the arbitrator, including any mutually-agreed upon services relating to the arbitration proceedings, such as the transcript of the hearing. Each party shall make all arrangements, including pay and/or expenses of any witnesses called or other representatives or persons requested to attend any arbitration hearing. The number of employee witnesses summoned at any one

time shall not be greater than the number which can be excused without substantial interference with the operation of the Company's work.

- F. All time limits prescribed herein may be extended by mutual written agreement of the parties. Failure of the Company to respond to a grievance within the time limits set forth herein shall constitute a basis for the Union moving the grievance to the next step. Failure by the Union or the employee to process the grievance to the next step within the time limits set forth herein shall render the subject grievance, and any associated claims, void, and any further action on the subject grievance or the said associated claims shall be barred.
- G. In any case involving discipline or discharge, back wages, if any are awarded, shall be limited to the amount of wages that the Grievant would otherwise have earned less any unemployment compensation, substitute earnings or other compensation whatsoever the Grievant earned during the period of discharge or suspension. The Company shall have the right to require the Grievant to produce any records, which shall evidence such compensation.
- H. Nothing in this Agreement shall be construed to prevent an employee from discussing any problem with his supervisor(s), the Program Manager, or any other official of the Company, but there shall be no formal grievance until it has been reduced to writing. The Union agrees that neither a Steward nor other Union officials shall solicit grievances.

ARTICLE 12

SENIORITY

- A. Bargaining unit seniority shall be defined as the length of continuous service, whether employed by the Company or its predecessor, from the employee's latest date of hire, and shall be recognized on a bargaining- unit wide basis. In administering this Agreement, the principle of seniority shall be the determining factor in effecting layoffs, recalls, promotions and demotions within the bargaining unit, and in respect to other working conditions.
- B. The Company shall furnish the Union, upon request, but in no event more than once each six (6) months, with an accurate seniority list of all employees in the bargaining unit and/or job classification. Such list is to include the name, classification, latest date of hire, and wage rate of each employee. The Union shall be given written notification of all new hires within ten (10) days of the new hires start date.
- C. Seniority shall be canceled and terminated upon any of the following events:
 - I. Employee quits.

2. An employee is discharged.
 3. An employee fails to return to work within ten (10) working days of notice of recall given by the Company by registered or certified mail, and sent to the last known address of the employee.
 4. An employee is absent without previously notifying the Company, absent extenuating circumstances.
 5. An employee overstays a leave of absence without notifying the Company, absent extenuating circumstances.
 6. An employee engages in other employment during an unpaid leave of absence without obtaining the prior written permission of the Company.
 7. An employee gives false reason for obtaining or extending a leave of absence.
 8. Settlement has been made for total disability.
 9. An employee has retired.
 10. An employee is promoted or assigned to a position outside of the bargaining unit covered by this Agreement for more than twelve (12) consecutive months shall lose their seniority.
 11. An Employee loses a required security clearance.
 12. An employee is laid off due to lack of funding or workload, in which case the employee shall retain their seniority as of the date of the lay-off for a period of 12 months following lay-off. All recalls for positions reduced by layoff shall be filled considering the 12-month seniority retention rule.
- D. In making assignments to a job vacancy or a new job, the Company shall consider the desires of the employees. The Company shall post a notice of any such vacancy. Any employee interested in such position shall, within five (5) days of posting, submit a bid notice to the Human Resources representative indicating his qualifications, and work experience for such position. The Company shall consider those employees who have submitted a bid notice for such position. If the Company determines that one of the said employees is qualified, or more qualified than another employee(s), it shall assign that employee to such position. If the Company determines that one of said employees is qualified, or more qualified than another employee(s), it shall assign that employee to such position. In the event that the Company determines that more than one employee is equally qualified for such position, the employee with the most seniority, as defined herein, shall be assigned such position. The Company shall notify in writing within seven (7) days of the closing of the posting, each employee bidding on a vacancy of the Company's decision concerning that vacancy. In the event no employee signs a bid notice for such position, or if the Company determines that no bidding employee is qualified for

such position, then an employee *may* be hired/transferred to fill that position. The Company's determination of "qualifications" shall be subject to the grievance procedure.

- E. Any employee who is awarded a position shall undergo a (120) one-hundred twenty workday trial period in the new position to which he/she is assigned. If, during the trial period, the Company determines that the employee cannot satisfactorily perform the requirements of the new job, he/she shall be returned to their prior position, or its equivalent, and shall receive the applicable rate for such position.
- F. When a reduction of working forces becomes necessary, employees shall be retained by the Company in accordance with the definition of seniority set forth in this Article, and according to the number of employees the Company determines is necessary within each job classification for the reduced operations contemplated by the Company. Recall of employees shall be accomplished by the same procedure in reverse. The Company shall give notification of openings for recall by registered certified letter to the last mailing address furnished by the employee. An employee recalled from layoff shall respond within three (3) workdays of receipt of the recall notice as to his intent to return to work. A copy of such notice shall also be sent to the Union. If no response is received by the Company within seven (7) days from the date the notice is mailed, the next employee on the seniority list may be recalled and the notified employee will be terminated. If no qualified employee remains on the seniority list, a new employee may be hired or assigned to the open position. Failure of the employee to keep the Company advised in writing of his current correct address shall relieve the Company of all obligations contained in this Article.
- G. Any employee within a particular job classification who is affected by a layoff within his job classification may bump, based first upon bargaining unit seniority, any less senior employee in any like or lower-rated job classification where the employee seeking to bump a less-senior employee is qualified for the position in the like or lower-rated job classification. When increasing the workforce, those employees who were reclassified at the time of layoff will be returned to their former classifications in line with their seniority as openings occur.

ARTICLE 13

HOURS OF WORK

- A. The normal workweek for receptionist shall be Monday through Friday. The Company shall retain the right to determine starting and ending times of the Receptionist, which shall consist of eight and one half (8 ½) consecutive hours. An unpaid lunchtime will start 3 ½ hours into each employee's workday, and shall be for (30) thirty minutes. In the event that an employee works outside of his normal workday, such employee shall be paid at the applicable overtime rate.
- B. Shift workers (Security Officers) will be scheduled by the Company on crew-based shifts, based on a "2-2-3" work schedule, and work alternating 48 hour/36 hour workweeks in each two-week pay period. The parties agree that such scheduled workweeks shall result in shift workers being paid overtime for hours worked in excess of 40 during each pay week. Shift workers shall designate their understanding and agreement with such payment by signing an acknowledgement and receipt for this Agreement. Shift workers will be allowed to eat "dinner" while on duty, but may not leave their assigned workstations/posts other than to perform the duties of his/her job.
- C. The shifts for Security Officers shall be 0600 to 1800 and 1800 to 0600. The 1000 to 2200 and 2200 to 1000 shifts are available as optional shifts when it is determined that staffing needs require this option. Security Officers will be allowed to bid shifts using seniority for selection, every six months. The schedule for Security Officers shall be as follows: two days on, two days off, three days on, two days off, two days on, three days off. The Company shall continue the past practice of making shift and post assignments for all new hires after the shifts have been filled.
- D. An employee, in the absence of any notice not to report for work, who reports for work on his regularly scheduled shift and for whom the Shift Supervisor/Manager determines there is no work available shall, except when such lack of work is due to an act of God, sabotage, national emergency, or other circumstances beyond the control of the Company, receive a minimum of four (4) hours pay at his straight-time base rate. Under this paragraph only the hours, which are worked, shall be considered as time worked for purposes of computing overtime.
- E. In the event it is necessary to call out a regular employee to work, the Company agrees that such called out employees shall receive a minimum of four (4) hours pay.

ARTICLE 14

ABSENCE FROM WORK

- A. Except for illness, injury or other reasons beyond their control, employees are expected to report for work as scheduled unless the Manager or the designated Supervisor(s) authorizes the absence. Unauthorized absences shall subject employees to appropriate disciplinary action.
- B. It is the duty of every employee who, for any reason is unable to report to work as scheduled, or who expects to report to work late, to notify the Security Manager and/or his designated Supervisor(s) of the reasons for any absence, indicating when he/she will be available to report for work. Employees absent shall notify his designated Shift Supervisor(s) or Security Manager two (2) or more hours before their scheduled starting time, except in emergency situations.

ARTICLE 15

SICK/PERSONAL LEAVE

- A. An employee who suffers an injury or illness which prevents the employee from working and with respect to which the employee is not entitled to compensation under any worker's compensation statute shall be entitled to accrue sick leave, up to a maximum of forty (40) hours per contract year. The Company may require proof of illness for any absence of three (3) or more days.
- B. With the exception of paragraph A above, eligible employees will accrue sick leave to a maximum of forty (40) hours per contract year, accrued at the rate of 1.54 hours for each biweekly pay period an employee is in pay status. An employee must be in a paid status to accrue paid sick leave.
- C. Any unused sick/leave may be carried forward to the subsequent contract year(s).
- D. Sick leave can be granted in 1/10-hour increments. Sick leave does not need prescheduled approval. However, scheduled appointments will require the prior approval by the Company.
- E. Except in emergency situations, beyond an employee's control, an employee who will be absent due to illness or injury must provide the Company with notice of his/her anticipated absence as soon as the need for such absence becomes known to the employee, a minimum of two (2) hours, regardless of the length of the anticipated absence and regardless of whether the employee seeks sick leave pay for the absence. Failure to do so will result in disciplinary action, and in the denial of sick pay. The

Company reserves the right to require a physician's statement for an illness a period of three (3) or more days. If the Company questions the physician's statement submitted by the employee, the Company may require the employee to obtain a second opinion or a third opinion by a physician designated by the Company, at the Company's expense. If an employee fails to provide a requested medical certification, or where medical certification does not support the employee's absence, the employee will not be entitled to sick pay, and may be subject to disciplinary action. An employee who does not provide medical certification that he/she is able to return to work, when required or reasonable requested, may not be permitted to return to work.

ARTICLE 16

LEAVE OF ABSENCE

- A. To the extent permitted by workload requirements, an employee covered by this Agreement may be granted a leave of absence, without pay, for a period not to exceed three (3) months. When circumstances permit, applications in writing for such leave of absence, stating the reasons therefore, must be submitted to the Program Manager no less than four (4) calendar weeks prior to the first work day of such requested leave. At the discretion of the Company, extended leaves of absence may be granted for good and sufficient cause, when circumstances permit. Employees failing to maintain physical requirements as described under Article 9 (D) due to legitimate medical limitations, will be granted up to six months to meet the required physical requirements. The six month period shall include the leave of absence which may be granted under this paragraph and as provided by FMLA. Benefits may not be accrued under such absences except as coved hereinafter in paragraph (J)
- B. Military Leave - The Company agrees to observe all provisions of present law or laws hereafter enacted relating to its obligations to those of its employees who may leave the service of the Company to enter the Armed Services of the United States.
- C. Military Reserve Duty - Annual military leave will be granted employees. The Company will pay the difference between military reserve duty pay and the employee's regular base pay up to thirty (30) days per year provided the employee has completed twelve (12) months of employment with the Company. Employees must present to the Project Manager a copy of military orders or other certification stipulating the period of service and submit certification as to military pay and allowances received. Such said employee will continue to accrue leave and have all health and welfare benefits paid in full for the duration of such leave.
- D. Funeral Leave - In case of the death of a member of the family of an employee, the employee shall be granted three (3) scheduled workdays off with straight time pay to attend the funeral and tend to administrative details. Members of the family shall be the

spouse, children, stepchildren, parents, stepparents, brothers, sisters, grandparents, grandchild, spouse's parents, half-brothers and half-sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, and spouse's grandparents.

E. Jury Service - When an employee is absent from his regular work shift by reason of required jury service, or to report to a court in person in response to a jury duty summons, or to report for jury examination, he/she shall be granted pay for those hours during which he/she is necessarily absent from his regular work shift, less any fee or other compensation paid to him/her by the court for such service.

1. Pay for such time lost shall be computed at the employee's, straight time base rate of pay. In no event shall payment be made for jury duty performed on the employees' regularly scheduled days off, holidays defined herein, or for any hours in excess of eight (8) in any regular work day or hours in excess of forty (40) in any work week.

2. Pay for such time lost shall not, for any employee, exceed a total of hours equal to thirty (30) regular eight (8) hour workdays in any one (1) calendar year, less any fee or other compensation paid to him/her by the court for such service.

3. To be eligible for payment of jury service pay, an employee must notify his Program Manager, or designated supervisor, no later than the completion of his regular work shift following receipt by him/her of such notice or summons. Further, he/she shall be ineligible to receive jury service pay until such time as he/she presents to the Company a statement from an official of the court attesting to the date or dates and time of such jury service, and the fee or compensation paid to him/her by the court for such jury duty and provided the hours of jury duty occur during the individual's regularly scheduled shift or as otherwise provided herein.

a. If working on the "day shift", if the Court releases employee by 12:00 noon, he shall be required to report to work after release from jury duty. If the Court releases a day-shift employee after 12:00 noon he shall be required to work his next scheduled workday.

b. A night-shift employee shall not be required to work his scheduled shift immediately prior to his first morning of jury duty. If a night shift employee is released by the Court by 12:00 Noon, he/she shall call the supervisor, and make themselves available for possible assignment during the remainder of the first shift that day, but shall not be required to work the night shift that day.

F. Union Business Leave - Upon furnishing the Company reasonable advance notice, wherever possible two (2) weeks, employees will be granted leave of absence without pay for the purpose of Union business. Such leave is limited to thirty- (30) calendar days but the Company will give consideration for an extension, if required, upon written

request to the Company. Such leaves will be limited to four (4) employees at any given time. Such employees may exercise seniority rights to return to their former position. During leaves of thirty- (30) days or less, employees shall retain, and continue to accrue seniority.

- F. Maternity Leave - Maternity may be treated as a disability and covered under the applicable disability plan.
- G. Employees on approved leaves of absence shall maintain levels of seniority existing at the commencement of said leave. Employees returning from said leave shall be restored to their former job, or its equivalent, providing such job exists. In the event no such job exists, the returning employee shall have the right to displace another employee with less seniority in any job for which the returning employee is qualified, as determined by the Company in its sole discretion.
- H. Under the provisions of the federal Family and Medical Leave Act, the Company and the Union acknowledge that the requirements of this legislation are applicable to bargaining-unit personnel covered under the terms of the Agreement. It is recognized and agreed that under the FMLA, insurance continuations, where applicable, will be provided to employees under the same conditions as active employees including the required payment of employee contributions. Should a dispute arise regarding interpretation of the FMLA provisions, which cannot be resolved by the parties, such issues shall not be subject to the grievance and arbitration provisions of this Agreement, but may be referred to a third party for assistance in resolution. Where necessary, when an employee requests a reduced or intermittent leave under the FMLA, the parties agree that the durations of such temporary assignment will not exceed the provisions of the FMLA. Transfer provisions will be impacted only to the extent necessary to accommodate the approved employee's request, if such accommodations by transfer, is possible and appropriate. Employees on FMLA leave shall continue to accrue seniority during such periods. Leaves approved and taken under the FMLA will not be counted for purposes of discipline. Where these provisions are changed or modified as a result of court or other interpretation of the FMLA, the application of such interpretations shall be adjusted to conform to applicable law.

ARTICLE 17

HOLIDAYS

- A. The following days are designated as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

- B. For non-shift employees, any of the above holidays that fall on Saturday or Sunday, will be observed as determined by NASA Wallops Flight Facility. Non-shift employees required to work on the NASA designated Holiday shall receive 1.5 times his straight-time hourly base rate of pay for all hours worked on the designated day, in addition to eight (8) hours pay at his straight time base rate of pay.
- C. All shift employees shall observe the actual calendar Holiday and not as determined by NASA. Shift employees required to work on a Holiday shall receive 1.5 times their straight-time hourly base rate of pay for all hours worked on that day, in addition to eight (8) hours pay at their straight time base rate of pay.
- D. An employee required to work on the day observed as a holiday and who does not report to work shall be subject to disciplinary action and shall be ineligible for benefits under this Article for that holiday, unless the failure to report to work was beyond the reasonable control of the employee.
- E. An eligible employee who is not required to work on the day observed as a holiday shall receive eight (8) hours pay, exclusive of all premiums, at his straight time base rate of pay.
- F. An employee must be in a paid status during his last scheduled shift prior to, and following a holiday in order to receive holiday pay.

ARTICLE 18

VACATIONS

- A. Each regular full time employee who has completed his initial review period shall earn vacation for each complete calendar week paid. The amount of vacation which an employee will earn for each calendar week shall be determined by the number of years of continuous service completed by the employee from his most recent date of hire, as defined by the provisions of the Service Contract Act, in accordance with the following chart:

BIWEEKLY ACCRUAL RATE (non-shift Employees)	ANNUAL ALLOTMENT (non-shift Employees)	BIWEEKLY ACCRUAL RATE (shift Employees)	ANNUAL ALLOTMENT (shift Employees)	YEARS OF SERVICE
3.08	80 HOURS	3.08	80 HOURS	1 st THROUGH 4 th YEARS
4.62	120 HOURS	4.846	126 HOURS	5 th THROUGH 10 th YEARS
6.15	160 HOURS	6.461	168 HOURS	START OF 11 th THROUGH SUCCEEDING YEARS

- B. If two (2) or more employees request the same vacation date(s) and the Company determines to approve some but not all such vacation request for such date(s), the requests of the senior employee(s) shall be honored. Requests for vacation will be returned either approved or disapproved within five (5) workdays from receipt. Once an employee's vacation request is approved it will not be overridden by a request from a more senior employee for the same time frame. The Company shall reimburse the employee for unrecoverable funds due to a direct cancellation of approved leave by the program manager or his designee.
- C. An employee, whose designated job classification is listed in Appendix A of this Agreement, shall be compensated for vacation at the straight time base pay rate of pay for the designated job classification at the time the vacation is taken.

- D. Paid holidays falling within an employee's authorized and previously scheduled vacation period, shall not be charged to that employee's vacation account.
- E. Eligible employees shall accrue and vest vacation by pay period in accordance with the accrual schedule set forth above. Prior to the end of each contract year, the employee shall have the option of; selling the Company leave (in minimum of forty (40) hour increments), using the leave at a time mutually convenient to the employee and the Company, or carrying the leave forward up to maximum of two (2) times the employee's yearly accrual rate.
- F. An employee who leaves the employment of the Company will be paid for vacation hours at his straight time hourly rate.
- G. Vacation leave time may not exceed two times the employee's annual accrual rate at any time. Any vacation leave accrued in excess of two times the employee's annual accrual rate shall be paid to the employee.
- H. If, due to work load requirements and operational needs of the Company, an employee is unable to schedule his/her vacation, and the said inability to schedule the vacation results in an employee having accrued more than two times the employee's accrual rate of vacation hours it is agreed that the employee(s) so affected shall have an additional ninety (90) calendar days to reduce his vacation accrual to the maximum.
- I. Employees may, due to humanitarian reasons, donate vested vacation leave to other bargaining unit employees who have insufficient leave. This donated leave will not exceed the donor's book balance. This leave will be in one-hour increments.
- J. Any leave may be used in 1/10 hour increments.

ARTICLE 19

WAGE RULES

- A. The rates set forth in Appendix "A" attached hereto and made a part of this Agreement shall prevail on and after the effective date indicated thereon.
- B. When a new job classification, in addition to those listed in Appendix "A" is created, the wage rate therefore shall be determined by negotiation between the Company and the Business Representative of the Union. Pay increases or decreases shall become effective on the beginning of the next biweekly pay week.
- C. Payday is to be every other Friday by 11:30 a.m. All shift workers will be paid on their preceding shift. If Friday is a holiday, Thursday is to be payday. A payroll check

delivery delay caused by the U.S. Mail or other carrier shall be deemed an act beyond the control of the Company.

- D. The Company shall provide, at the employees request, direct deposit into the bank of the employees choice. This deposit shall be made no later than the regularly scheduled paid day. Beginning in January 2012, Electronic copies of paystubs will be provided to employees.
- E. Employees who are called back to work after completing their normal workday, or called in on a day, on which they are not normally scheduled to work, shall receive a minimum of four (4) hours of pay.
- F. It is agreed that The Company may exercise its Peer Recognition and other Management Rewards program at its discretion. The Union further agrees that such company awards shall not be subject to the grievance and arbitration process.
- G. An employee that has to call-in/ stand by shall receive standby pay for every hour of stand by, regardless of whether or not they come in. This is in addition to pay for all hours worked. Standby pay will be calculated at 1 times the employee's regular hourly rate.

ARTICLE 20

OVERTIME

- A. The provisions of this Article are intended only to provide the basis for calculation and payment of overtime and shall not be construed as guarantee of any specific overtime hours for any employee, either per day, per week or per year.
- B. It is recognized and agreed that from time to time overtime work may be necessary, and provided reasonable advance notice is given (except in emergency situations, not later than Friday 12:00-noon when the overtime involves Saturday and Sunday work, or not later than the end of the regular shift on the day preceding the day on which overtime is to be worked when the overtime involves the extension of a shift), the Company may assign employees to work overtime. Such assignments will be made in a fair and equitable manner, based on the employee's classification, seniority, and safety concerns. In such case overtime call-ins will be offered in the following order:
 - 1. To part-time workers.
 - 2. In the event that the Company is unable to secure coverage of the position from either of these two sources, it may cover the shift with any other available personnel.

- C. Overtime hours and personnel assigned will be recorded in the Company time and pay accounting system.
- D. Shift employees shall be paid at the rate of 1 ½ times an employee's regular rate of pay for all hours worked in excess of forty (40) in a pay-week period, and for all hours worked in excess of twelve (12) in a workday.
- E. Non-shift employees shall be paid at the rate of 1 ½ times an employee's regular rate of pay for the following:
 - 1. All hours worked in excess of eight (8) on any regularly scheduled workday. If the shift crosses two separate calendar days, for purposes of days worked, the day the shift was scheduled will be considered the day worked.
 - 2. All hours worked in excess of eight (8) continuously, even if such hours fall into the next workday.
 - 3. All hours worked in excess of (40) forty hours in a workweek.
 - 4. All hours worked on Saturday and/or Sunday.
 - 5. For all hours worked on a Holiday, in addition eight (8) hours of straight-time holiday pay.
 - 6. Except that, for all hours worked on the seventh day of the workweek, if the employee also worked on the sixth day of the workweek, shall be paid at the rate of twice (2X) the employee's regular rate of pay. (Such payment shall not be pyramided with the provisions of paragraph 4 of this section)
- F. All hours in which employees are in leave without pay status will not be counted as hours worked for the computation of overtime, vacation or sick leave.
- G. All overtime shall be at the direction of the Security Manager or other designated Company official.
- H. There shall be no pyramiding of overtime and/or any other premium payments.
- I. When an employee works overtime, his/her regular hours of employment for the week in which said overtime occurs shall not be reduced because of such overtime.
- J. Overtime records shall be made available to the Union or a representative designated in writing by the Union for inspection to resolve specific complaints with respect hereto.

ARTICLE 21

HEALTH, WELFARE AND 401(k) Plan

- A. The parties have provided for an Insurance Program, and any matter respecting the provisions of the Insurance Program shall be subject to the grievance procedure established in this Agreement. The Company will contribute to the Insurance program set forth in Appendix A.
- B. The Company shall make contributions to the Union's 401 (k) Plan in accordance with the rates set forth in Appendix A.

ARTICLE 22

TRAVEL

- A. Travel pay for all travel by employees in performance of their duties under contract NAS5-01080, shall be in strict accord with then current Standard Government Allowances for per diem and associated travel expenses (Office of Personnel, Joint Travel Regulations). In no case shall reimbursement be allowed in excess of current Government allowances or in violation of applicable NASA Travel Regulations.
- B. The Company will pay for the employees' transportation to and from the airport, and all parking fees. Except when the Company provides such transportation.
- C. Employees on travel status away from Wallops Island Flight Facility requiring an overnight stay at the remote location will receive each day, a field service allowance of one (1) hour pay at the overtime rate, in addition to the employee's applicable rate of pay for hours worked.
- D. Employees while on travel shall be paid for all hours spent in transit to and from their work location, including but not limited to all hours spent in transit to and from the job site while on travel.
- E. It is agreed that employees will receive travel pay and per-diem prior to departure. Normally, notification shall be given no less than five (5) working days prior to departure.
- F. Employees required to use their personal vehicle to perform work will be reimbursed for mileage at the standard government rate.

ARTICLE 23

HAZARDOUS DUTY

- A. Any employee that is required to wear a hazardous substance exposure warning device shall also receive the extra \$5.00/hour as indicated in paragraph (A) above.

ARTICLE 24

DISCIPLINE

- A. Disciplinary action shall be taken by the Company for just cause, and where appropriate, the principle of progressive discipline shall be adhered to.
- B. In cases where progressive discipline is utilized, the following steps shall apply:

1st Offense: Verbal warning - written confirmation is placed in the employee's personnel file, and a copy provided to the employee.

2nd Offense: Written warning.

3rd Offense: Suspension without pay - up to five (5) workdays.

4th Offense: Discharge

The Company may determine that a suspended employee need not actually serve a suspension, subject to workload and operational requirements, but such suspension shall have the same effect under this article as if served. In the case of an employee being assessed such an "administrative" suspension, the Company shall notify the Union in writing of such suspension.

- C. The Company shall have the right to discharge any employee for just cause. However, the Company will not discharge any employee without an appropriate warning notice, except for major offenses, which include, but are not limited to, stealing, drinking, possession or use of alcoholic beverage or illegal substances, fighting, gambling, insubordination or other refusal to carry out an order of the Program Manager or his designated representative, falsifying Company records, refusal to perform technical duties and requirements of the employee's job classification, flagrant safety violation or sleeping on duty.
- D. Notices shall be considered removed from an employee's record twelve (12) months from the date of issue of said notice.
- E. An employee covered hereby may be represented, if he/she so requests, by his Steward and any other authorized officials of the Union, at any and all conferences with the Company at which disciplinary action is taken.

- F. Nothing in this Agreement shall be construed to prevent supervisory personnel, or other officials of the Company, from discussing any matter with any employee relating to that employee's relationship with the Company. However, if disciplinary action is taken, the employee shall then have the right, if he/she so elects, to have Union representation present.
- G. Any employee who has been disciplined by a suspension or discharge will be given an opportunity to contact a Steward before leaving the work place. An employee who is discharged must file within five (5) working days after the discharge date, a written grievance if said employee feels aggrieved. If this is not done, all rights of recourse are forfeited.
- H. Nothing in this Agreement shall excuse an employee from complying with lawful rules, directives and instructions issued by the Company. However, this will not negate the employee's right to thereafter grieve such action, if the employee were otherwise entitled to grieve such action.

ARTICLE 25

TRAINING

- A. When the Company or NASA requires a license, bonding or certification such license, bonding, or certification shall be paid for by the Company, whenever possible the training will be provided on the base.
- B. The Company and Union agree that training under this agreement consists of training that is required to obtain and maintain the skills and qualifications necessary to perform the duties required under the Company's agreement with NASA and discretionary training that may be provided to enhance the skills of the workforce. Employees that fail to obtain or maintain certifications or training required by the Company's contract with NASA are subject to discharge.
- C. When discretionary training is provided by the Company to enhance skills of the bargaining unit employees and is not required in its contract with NASA, all employees will attend such training. Employees will be subject to disciplinary action for failure to attend such training but will not be subject to discharge.
- D. When discretionary training opportunities are limited by size of classroom or scheduling, the training opportunity will be posted and employees will be asked to volunteer to attend such training. The most senior employees will then be selected to attend the training.

ARTICLE 26

CROSS CLASSIFICATION WORK (CROSS CRAFTING)

- A. Although employees may expect their work assignments to be in keeping with their regular job classification, the Union expressly recognizes the need for flexibility in the work force, and agrees that an employee in one classification shall not be restricted from doing temporarily the work normally done by an employee in another classification. In the event an employee works in a classification for greater than one (1) hour, for which the normal rate of pay is higher than the rate of pay received by the employee in his normal classification, he shall be temporarily paid at the higher rate of pay. In the event an employee is assigned work temporarily in a classification lower than his normal classification, he shall receive his regular rate of pay. All such assignments shall be temporary in nature, not to exceed (30) thirty days. All temporary work assignments will be offered on a (30) thirty day rotating basis according to seniority. Temporary assignments for project work shall run the duration of the project.

ARTICLE 27

DRUG AND ALCOHOL POLICY

- A. The Employer has a drug-free workplace policy, which includes testing based on reasonable suspicion. This policy applies to all employees. Failure on the part of an employee to cooperate in the program can involve a discipline up to termination of employment. Failure of the Employer to follow the direction of the government (our customer) can result in the loss of contracts, suspension of progress payments and other penalties.
- B. The Employer and the Union are committed to providing a safe workplace and to promoting employee health. Consistent with this commitment, the Employer has implemented a drug-free workplace policy with a view to maintaining a work environment that is free of the harmful effects of drug use or alcohol abuse. Employees who use illegal drugs or who abuse legal drugs or alcohol, create serious safety and health risks for all employees, and tend to be less productive, prone to greater absenteeism, accidents, health insurance costs and quality control problems and present security risks. This article embodies the parties' intention to cooperate in combating alcohol and drug abuse ("substance abuse") among employees.
- C. The Employer will offer a non-punitive Employee Counseling Program, which offers assistance to employees with substance abuse problems. If possible, both the Employer and Union representative will encourage participation to those needing assistance in order to strive for a drug- free workplace and to assist those dealing with addiction. However,

the Program cannot protect those employees who have refused assistance or failed to cooperate in the Program or where the severity of the infraction(s) would not support referral to the Program.

- D. The Union and the Company recognize that, in the security business, the use of controlled substances, which cause intoxication or impairment on-the-job or alcohol, poses risks to the Company, the affected employee and his co-workers and the public. An employee cannot perform his or her work adequately if he or she is under the influence of illegal drugs or alcohol and an employee under the influence of drugs or alcohol also presents a danger to himself or herself and to others. Unlawful use of drugs and the abuse of alcohol when not on duty raises serious questions concerning the competency to perform security work and is grounds for revocation of his or her firearms permit. It is the Company's policy to maintain a drug-free and alcohol free work place.
- Accordingly, the unlawful use, possession, sale or transfer of illegal drugs or mind-altering substances is strictly prohibited, as is the consumption of any alcoholic beverage while on duty, or within the 12-hour period prior to reporting for duty. Reporting for work or being under the influence of alcohol, illegal drugs or any mind-altering substance is strictly prohibited. For the purpose of this policy, the work place includes all Company facilities, Wallops Flight Facility and its remote locations, and any other location at which an employee is performing work for the Company.
- E. An employee using prescription medications that may affect or impair coordination or judgment must notify their supervisor before reporting to work and provide a doctor's statement that the employee is fit to perform the duties of the job.
- F. Compliance with the terms of this Article is a condition of continued employment. Violation of this policy may subject an employee to appropriate discipline.
- G. All employees will participate in the Company's Alcohol and Drug Testing Program. Testing may occur prior to employment, annually on a random basis, where there is reasonable suspicion of alcohol or drug use, and/or when a work-related accident occurs. A "positive" test result will be grounds for termination. Refusal to submit to testing will be considered equivalent to a "positive" test result and will also be grounds for termination.
- H. Employees convicted of violating a criminal drug statute, whether the violation occurred on or off duty, are subject to termination. Pursuant to the federal Drug-Free work place act, employees are required to notify the Company immediately after a conviction for a violation of any criminal drug statute, on or off duty. Employees, under statute of Virginia DCJS, are to notify the Company's compliance agent and Virginia DCJS of same.

- I. The program will be in compliance with applicable Federal and State laws and in accordance with the most current revision of the Company's Drug Free Workplace and Drug and Alcohol Policy (Appendix B).
- J. All testing will be performed by a reputable testing laboratory and/or personnel certified and/or licensed by any Federal or State authority having jurisdiction therefore. Final sampling will be by one of the most accurate methods presently available.
- K. Employees entering into the drug-testing program will complete a medical/patient over-the-counter medicines questionnaire to inform the laboratory personnel of possible false-positive sources prior to providing a sample.
- L. Employees will have the right to request the split sample to be tested at their own cost if a positive sample is found. If the split sample is negative, the first sample will be deemed to be a "false" positive. The company will also reimburse for the second sample if it is negative. The employee will be responsible to pay for the second sample if it is positive. Any sample, which returns an inconclusive result, the Company has the right to retest.

ARTICLE 28

NON-BARGAINING UNIT EMPLOYEES WORKING

- A. The Company shall insure that personnel not covered by this Bargaining agreement shall not normally perform work of the nature normally and historically performed by bargaining unit employees, other than as described below.
- B. Bargaining unit employees shall not be expected to train non-bargaining unit employees if such training would result in Bargaining Unit being laid off or replaced by those trained.
- C. Nothing in this Article shall be construed as prohibiting the Company from utilizing part time/temporary employees on any scheduled day off, including but not limited to, vacation days, sick days, funeral days, personal days, and holidays or in the case of emergencies. The Company shall have the right to utilize part time/ temporary employees for the duration of project work. In the event any full-time employees in layoff status shall be offered the opportunity of first refusal for the position being filled within a particular job classification, assuming that the laid off employee has the skill and ability to perform the work.
- D. Supervisors shall be permitted to perform those tasks necessary for training and in case of emergencies. The Company shall not use this provision with the intent, or for the purpose of creating, or prolonging, layoffs of Security Officers, denying or prolonging promotions, or inhibiting in any way the growth of the bargaining unit.

ARTICLE 29

SUCCESSOR CLAUSE

- A. The provisions of this agreement shall be binding on any successor contractor and all the terms and obligations herein contained shall not be affected or changed in any respect by a successor unless permitted or required by law or regulation. It being the intent of this Article to promote industrial peace and harmony, to insure continuity of employment and representation, to maintain the current and prospective level of wages, benefits, and working conditions contained herein and further to protect the gains made in said wages, benefits, and working conditions derived through good faith collective bargaining regardless of the identity of the employer organization having jurisdiction over the work of this bargaining unit.

ARTICLE 30

DURATION

- A. This Agreement shall become effective November 1, 2011 and shall remain in full force and effect until October 31, 2013 and from year to year thereafter unless either party shall, no more than ninety (90) days and at least sixty (60) days prior to any anniversary date hereof, notify the other party of a desire to renegotiate the current contract. The parties shall mutually agree to meet within fifteen (15) days after receipt of such notice for the purpose of negotiating a new agreement.
- B. No Agreement, waiver, alteration, understanding, variation or modification of any terms or conditions contained herein shall be made by an employee, or group of employees with the Company, and in no case shall it be binding upon the parties hereto unless such Agreement is made and executed in writing between the parties hereto, and the same has been ratified by the Union.
- C. The waiver of, or any breach of conditions of this Agreement, by either party, shall not constitute a precedent in the future enforcement of all terms and conditions herein. Any additions, deletions, changes, amendments, or waivers whatsoever affecting the terms of this Agreement shall only be discussed by mutual agreement of both parties in writing, and shall not otherwise be subject to arbitration or negotiation. Further provided that any such modification of this Agreement shall be mutually agreed upon and signed by both parties and shall be coterminous with this Agreement.

ARTICLE 31

FINALITY

- A. This Agreement contains the entire understanding between the parties hereto. This Agreement supersedes all other prior written, oral or other agreements and/or understandings between the parties and including but not limited to, agreements or understanding resulting from the past practice of the parties. This Agreement shall be deemed to have incorporated all matters considered by the parties to have been an appropriate subject of bargaining.
- B. This Agreement shall not be deemed to have been amended, superseded, supplemented, changed, altered, or modified in any manner except by the written agreement of the authorized representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement this 31st day of October 2011.

International Union, Security, Police,
and Fire Professional of America,
(SPFPA) and its Amalgamated
Local Union No. 459

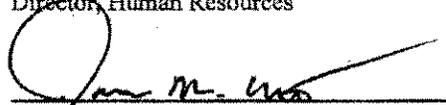

Rick O'Quinn
Vice President, Region 2


Mark Cavaliero
Local 459 President


Robin Watson
Local 459 Chief Steward

Cube Corporation dba
VT Griffin Services, Inc


Patrick Bocian
Director, Human Resources


James M. West
Program Manager


David R. Quillen
Deputy Program Manager


Michael J. Binder
Security Business Manager

APPENDIX A

Effective the first pay period following November 01 of each contract year, the following wage rates and benefit amounts will apply:

	November 2011	November 2012
Security Guard – 1 Base Hourly Wage Rate*	\$12.32	\$12.57
Security Guard – 2 Base Hourly Wage Rate	\$14.00	\$14.28
Receptionist - Base Hourly Wage Rate	\$12.87	\$13.13
<p>*After 12 months of work Security officer 1 will be classified and paid as a security Officer 2.</p>		
Health Insurance (Union Plan)	\$850.00/mo.	\$850.00/mo.
401(k) (Union Plan – Max 2080/yr.)	\$1.20/hour	\$1.20/hour

APPENDIX B

	Title: <i>Drug-Free Workplace & Drug and Alcohol Policy</i>	Document Type, Origin: <i>Policy Statement</i>	Document ID: <i>HR-PS-701</i>
	Responsible Department: <i>Human Resources</i>	Document Owner: <i>Vice President, Human Resources</i>	Revision: 1 Date: <i>April 1, 2009</i>

1.0 PURPOSE

VT Griffin values its employees and customers and recognizes the need for a safe, productive and healthy work environment. Employees who abuse drugs and/or alcohol are less productive, less dependable, and are a critical threat to the safety, security and welfare of the Company, its employees, customers, vendors, as well as the general public. VT Griffin Services, Inc. has established this Drug-Free Workplace & Drug and Alcohol Policy to maintain a workplace free from the use and abuse of drugs and alcohol.

2.0 SCOPE

All employees and applicants, who have received a conditional offer of employment, will consent to and comply with the terms of this Policy as a condition of employment and continued employment.

3.0 RESPONSIBILITIES

The Vice President of Human Resources or his designee shall be responsible for creating and maintaining this document.

All Managers and all Human Resource representatives shall be responsible for ensuring the proper execution of the policy.

4.0 DEFINITIONS

Alcohol means any liquor, beer, wine, liquid or brew that contains ethyl alcohol, a chemical compound formed by the action of natural or added yeast on sugar during fermentation.

Drug means a controlled substance, as defined in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. § 812, including cocaine, opiates, marijuana, amphetamines, phencyclidine (PCP). The term "illegal drug" does not include the use of a drug obtained and taken under supervision by and in accordance with prescriptions or other instructions issued by a licensed health care professional.

Under the influence of alcohol means the presence of alcohol in the individual's system which exceeds a blood alcohol content (BAC) of .0.

Under the influence of drugs means the presence of any detectable amount of an illegal drug or its metabolites demonstrated by a verified positive drug test result.

During working time means time during which the employee is being paid to work for or is representing the Company's interests. This includes all paid break and meal periods.

5.0 POLICY STATEMENT

Employees are strictly prohibited from engaging in the conduct listed below.

- a) bringing and/or storing (including in a desk, locker, automobile, or other repository) alcohol, illegal drugs or drug paraphernalia onto Company premises or property, customer premises or property including Company owned or leased vehicles, or in vehicles used for Company purposes;
- b) having possession of, being under the influence of, testing positive for, or otherwise having in one's system, illegal drugs;
- c) being under the influence of alcohol during working hours or on Company or customer property;
- d) using, consuming, transporting, distributing or attempting to distribute, manufacturing, selling or dispensing alcohol during working hours or on Company or customer property;
- e) using, consuming, transporting, distributing or attempting to distribute, manufacturing, selling or dispensing illegal drugs;
- f) being convicted of or pleading guilty to any criminal drug offense. All employees must notify the Company in writing of any criminal drug conviction no later than five (5) calendar days after such conviction;
- g) abuse of prescription drugs which includes exceeding the recommended prescribed dosage or using others' prescribed medications;
- h) switching, tampering with or adulterating any testing specimen or sample collected under this Policy, or attempting to do so;
- i) refusing to cooperate with the terms of this Policy which includes submitting to questioning, drug testing, medical or physical tests or examinations, when requested or conducted by the Company or its designee, is in violation of this Policy and subject to immediate termination. A refusal to test includes conduct obstructing testing such as failure to sign necessary paperwork, failing to report to the collection site at the appointed time and failing to be reasonably available for a post-accident test;
- j) failing to advise a supervisor or manager of the use of a prescription or over-the-counter drug that are indicated to have side effects which may alter the employee's ability to perform the essential functions of his or her job;
- k) failing to notify their supervisor that they believe themselves to be under the influence of drugs or alcohol.

- l) failing to consent to, participate in and abide by the terms and recommendations of any Employee Assistance Program (EAP) or rehabilitation program to which the Company may make a referral, including but not limited to, failure to follow recommendations, if any, regarding behavior modification and abstinence. These failures are a violation of this Policy, as is any failure to be available for any prescribed continuing or follow-up treatment.

There may be occasions when it's permissible to consume reasonable amounts of alcohol (not to equal or exceed a BAC of .08) while on Company business, provided that consumption of alcohol is authorized in advance by the Vice President of Human Resources. Examples of occasions that might qualify for exemption include Company functions or business functions, consumption after business hours at professional events or professional association meetings, or while traveling on business or marketing/entertaining clients or potential clients.

Permission to consume reasonable amounts of alcohol does not include permission to operate any motor vehicle. If you drink, you can not drive. It is a violation of this Policy to operate any vehicle while under the influence of alcohol or drugs (see Section 4.0 Definitions) when representing the Company or when on Company business, or to operate any Company provided vehicle whether on Company business or not.

Employees who violate this Policy are subject to discipline, up to and including termination. While the discipline imposed will depend on the circumstances, ordinarily certain offenses will result in immediate termination (e.g. possession, sale or use of illegal drugs.) The Company encourages employees with Alcohol or Drug dependencies or issues to seek professional help. The Company provides an Employee Assistance Program (EAP) to provide employees with resources for seeking such help. However, the safety of our employees and customers should always come first. Employees who voluntarily seek assistance with a problem will not be disciplined, but the request for assistance must be made prior to any discovery of violations of this policy.

Employees for post-accident or reasonable cause testing will be removed from their position and receive a non-disciplinary suspension until the Company receives the test results. Hourly employees will not be compensated for time missed from work if the test is positive, but will be compensated if the test is negative.

TESTING

The Company reserves the right, within the limits of federal and state laws, to examine and test for the presence of drugs and/or alcohol. Applicants or employees may be asked to submit to a medical examination and/or submit to urine,

saliva, breath, and/or blood testing for drugs and/or alcohol. The types of testing performed include, but are not limited to:

Pre-Employment/Pre-Placement

All offers of employment are subject to and conditional on the applicant's: 1) consent to taking a drug and/or alcohol test; and 2) a negative test result. If the tests are positive, the applicant refuses to undergo testing, or the applicant interferes with the testing, the offer of employment will be withdrawn. Where an offer is withdrawn on the basis of a positive alcohol test, the withdrawal must be job-related and consistent with business necessity.

Post-Accident

A drug and/or alcohol test will be conducted on all employees involved in any accidents occurring during work time or on Company property. Acceptance of such a test is a condition of continued employment. If the circumstances of the accident make it impossible for the employee to be tested immediately, the employee should be tested as soon as possible barring any life threatening injuries. Under certain state laws, employees testing positive may be ineligible for workers' compensation benefits.

Reasonable Cause

Behavior, appearance, speech, or bodily odors that lead a supervisor or manager to reasonably suspect that the employee is impaired by alcohol during working time or on Company premises will be grounds for testing under reasonable cause.

Random

Random testing will be implemented for covered employees whose work requires a commercial driver's license in accordance with Department of Transportation regulations.

Random testing may be implemented for covered employees who have advised the Company of their substance abuse problem in advance of treatment, and have successfully completed a treatment program.

Random testing may be implemented for employees in certain positions that involve significant safety and/or environmental issues.

NON-DISCRIMINATION

In accordance with the requirements of the Americans with Disabilities Act, VT Griffin Services, Inc. does not discriminate against employees or applicants with a qualified disability who are not currently engaged in the use of illegal drugs and who do not otherwise violate the provisions of this Policy, including individuals who have successfully completed or are currently participating in a supervised rehabilitation program.

STATE or LOCALITY LAW

Where a provision of this Policy and state or locality law requirements conflicts, the stricter interpretation shall control.

INSPECTIONS

The Company reserves the right to inspect Company vehicles, premises, and property (including offices, desks, lockers and other repositories) and personal effects brought onto Company property (such as lunch boxes/bags, purses, gym bags, backpacks, handbags, briefcases, packages or coats) where there is reasonable cause to believe that an employee has violated this Policy. This Policy will eliminate any continuing expectation of privacy where reasonable cause exists to believe that there has been a violation. Where reasonably practical, inspections will be conducted in the presence of the involved employee.

CONFIDENTIALITY AND PRIVACY

All drug and alcohol test results are reported to qualified personnel and will remain and are considered confidential. Results will only be disclosed within the Company and on a need-to know basis and as allowed by law. Results will be retained in a secure location with controlled access. Information about an employee's medical condition or history obtained in connection with a drug and alcohol test will be kept in a file separate and apart from the employee's personnel file. The release of an individual's drug and alcohol test results and other information gained in the testing process will otherwise only be disclosed with an individual's written authorization or as otherwise required by applicable law.

The Company will attempt to ensure that all aspects of the testing process, including specimen or sample collection, are as private and confidential as reasonably practical. Employees or applicants will not be observed while providing a specimen unless there is reason to believe the employee or applicant has tampered with or attempted to tamper with a specimen.

EDUCATION AND TRAINING

A copy of this Policy is provided to employees during orientation. The Company has available information, education and training regarding problems associated with drug and alcohol abuse in the workplace and otherwise. We also provide training for management staff.

6.0 ACRONYMS

BAC – Blood Alcohol Content

7.0 FORMS/RECORDS

CONSENT

As a condition of continued employment, employees must sign a consent form.

8.0 RELATED POLICIES, PROCEDURES, AND FORMS

Consent and Release for Drug & Alcohol Screening Tests - Drug and Alcohol Policy - Consent Agreement

9.0 APPENDICIES

None

10.0 CHANGE HISTORY

Date	Revision Number	Identification of Change
04/01/2009	1	<i>Addition of the Random Testing section which had been omitted from the original.</i>



Zach Parker
President
VT Griffin

March 23, 2009

Date



William R. Willets
Vice President of Human Resources
VT Griffin

March 24, 2009

Date